

**PROPOSAL**

**TO THE CITY OF SEDALIA, MISSOURI:**

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT** project, as noted in these contract documents for the following price(s):

**BASE BID**

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1	3,500.00	3,500.00
2	10" C900 PVC Waterline w/Excavation & Backfill	LF	34	155.00	5,270.00
3	10" C900 PVC Waterline Directionally Bored	LF	30	120.00	3,600.00
4	16" Steel Casing Pipe	LF	30	400.00	12,000.00
5	10" Cap	EA	1	500.00	<del>42</del> 500.00
6	Install 10" Gate Valve (Valve provided by City)	EA	1	1,650.00	1,650.00
7	Thrust Collar	EA	2	1,000.00	1,000.00
8	Traffic Control	LS	1	2,000.00	2,000.00
9	Erosion Control	LS	1	1,500.00	1,500.00
10	Seeding & Mulching	LS	1	2,980.00	2,980.00

**TOTAL AMOUNT OF BASE BID: \$** 35,000.00

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. 1 Dated: 3/4/22  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 14 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Do-Rite Construction & Excavating LLC

BY: Dyle Eickler  
 TITLE: VP-Project Manager  
 ADDRESS: 17195 Hwy 65, Lincoln, MO 65338  
 DATE: 3/9/22

**ANTI-COLLUSION STATEMENT**

**STATE OF MISSOURI  
CITY OF SEDALIA**

[Signature]

\_\_\_\_\_ being first duly sworn, deposes and says that he is

VP - Project Manager  
Title of Person Signing

of Do-Rite Construction & Excavating LLC

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies the bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]

BY \_\_\_\_\_

BY \_\_\_\_\_

SWORN to before me this 9 day of March 2022.

[Signature]  
Notary Public

My Commission Expires 12/29/2024

**MICHAEL D DAVENPORT**  
Notary Public  
Notary Seal  
STATE OF MISSOURI  
Commission #201608367

**BID BOND**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Do-Rite Construction & Excavating, LLC  
17195 Hwy 65  
Lincoln, MO 65338

### SURETY:

(Name, legal status and principal place of business)

Mid-Continent Casualty Company  
P.O. Box 1409  
Tulsa, OK 74101  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Sedalia, Missouri  
200 South Osage Avenue  
Sedalia, MO 65301

### BOND AMOUNT:

5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Cambridge Drive Watermain Improvements

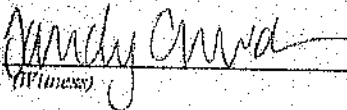
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of March, 2022.

(Witness)

  
\_\_\_\_\_  
(Witness)

Do-Rite Construction & Excavating, LLC

(Principal)

(Seal)

By 

(Title) VP-PM

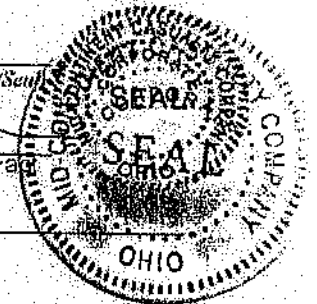
Mid-Continent Casualty Company

(Surety)

(Seal)

By 

(Title) Tessa R. Turner Attorney-in-Fact



Surety Bond No.: Bid Bond  
Principal: Do-Rite Construction & Excavating, LLC  
Obligee: City of Sedalia, Missouri

# MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 - TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof.

Tessa R. Turner, of Kansas City, MO

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of August, 2019



## MID-CONTINENT CASUALTY COMPANY

ATTEST:

*Sharon Hackl*

SHARON HACKL

Secretary

*Todd Bazata*

TODD BAZATA

VICE PRESIDENT

On this 15 day of August, 2019 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

*Julie Callahan*  
JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of March, 2022



*Sharon Hackl*

SHARON HACKL

Secretary

**DOCUMENTS TO BE EXECUTED  
AFTER AWARD OF CONTRACT**

**PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION**

NAME OF EXEMPT ENTITY: CITY OF SEDALIA, MISSOURI  
ADDRESS: 200 S. OSAGE  
CITY: SEDALIA STATE: MISSOURI ZIP: 65301

TAX IDENTIFICATION NUMBER: 12493333

PROJECT IDENTIFICATION NUMBER: 2022-020

PROJECT LOCATION AND A BRIEF DESCRIPTION: **CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT.**

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CONTRACT DATE: \_\_\_\_\_

ESTIMATED PROJECT COMPLETION DATE: \_\_\_\_\_

CERTIFICATE EXPIRATION DATE: \_\_\_\_\_

The work consists of the installment of approximately 30 feet of encased 10" water main directionally drilled and approximately 34 feet of 10" water main installed with open excavation, erosion control, and all incidental and/or related work as necessary to provide a complete project.

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter. This project exemption certificate does not allow contractors to purchase machinery, equipment, or tools, used in fulfilling this contract, tax-exempt. Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number. An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the Contractor.

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_  
Kelvin Shaw, City Administrator

SEAL

ATTEST: \_\_\_\_\_  
City Clerk

**PERFORMANCE-PAYMENT BOND**

THE STATE OF MISSOURI  
COUNTY OF PETTIS

BOND NO.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
(2) \_\_\_\_\_ of \_\_\_\_\_ hereinafter called  
Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of  
\_\_\_\_\_, hereinafter called the Surety are held and firmly bound unto the City of Sedalia,  
Missouri, hereinafter called the City, and unto all persons, firms, and corporations who may furnish  
materials for, or perform labor upon the building or improvements hereinafter referred to in the penal  
sum of (\$ \_\_\_\_\_) in lawful money of the United States, to be paid in Pettis County, Missouri,  
for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal enters into a  
certain agreement with the City of Sedalia, Missouri, the City, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2022 a copy of which is hereto attached and made a part here for the performance of work of the  
**CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT**, Herein sometimes called the  
"Project".

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project  
in strict accordance with said Agreement, Information for Bidders, Proposal, Plans and  
Specifications and related documents, shall pay as they become due all just claims for work or labor  
performed and materials furnished in connection with said Agreement including all amounts due for  
materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in  
connection with the construction of such work and all insurance premiums, both compensation and  
all other kinds of insurance on said work, and for all labor, performed in such work whether by  
subcontractors or otherwise, and shall defend, indemnify and save harmless said owner against any  
and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind,  
including patent infringement claims except as otherwise provided in said specifications and other  
contract documents arising out of or in relation to the performance of said work and the provisions  
of said Agreement, including the general guarantee for the specified period of time following final  
acceptance of the work, then these presents shall be void; otherwise they shall remain in full force  
and effect. This obligation is made for the use of said City and also for the use and benefit of all  
persons who may perform any work or labor or furnish any material in the execution of said  
Agreement and may be sued on thereby in the name of said City. The Contractor's bond shall  
include such provisions as will guarantee the faithful performance of the prevailing hourly wage  
clause as provided by the Contract.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Pettis  
County, State of Missouri and that the said surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the  
work to be performed hereunder or the specifications accompanying the same shall in any wise  
affect its obligation on this bond, and it does hereby waive notice of any such change extension of  
time, alteration or addition to the terms of the contract or to the work or to the specifications.



PROVIDED FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Principal Secretary

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness as to Principal

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

SEAL

By: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

- (1) Correct Name of Contractor
  - (2) A Corporation, a Partnership, or an Individual, as case may be
  - (3) Correct name of Surety
- If Contractor is Partnership, all partners should execute bond.

**MAINTENANCE GUARANTEE**

THE STATE OF MISSOURI  
COUNTY OF PETTIS

**BOND NO.** \_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_ party of the first part, hereinafter called the **Contractor** and \_\_\_\_\_ party of the second part, hereinafter called the **Surety** and the City of Sedalia, Missouri, party of the third part, hereinafter called the **City**.

WHEREAS, the above **Contractor** has entered into a contract for the **CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT**, as described in the Contract Documents, Specifications, and Plans:

NOW THEREFORE, the said **Contractor** does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair **for the period of one year** from and after its completion and the final acceptance of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

NOW THEREFORE ALSO, if for whatever reason the **Contractor** should fail to perform as agreed above, the said **Surety** does hereby agree and bind himself, his heirs, executors and assigns to perform such necessary duties and/or to compensate the **City** for its performance to provide for such work as would have been required of the **Contractor**, without further compensation.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ (Contractor)

By: \_\_\_\_\_

\_\_\_\_\_ (Surety)

By: \_\_\_\_\_

City of Sedalia, Missouri

By: \_\_\_\_\_

**CONTRACT AGREEMENT**

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and \_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT**,
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

BY: \_\_\_\_\_  
Kelvin Shaw  
City Administrator

SEAL

(If a corporation)

ATTEST: \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: \_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name & Title)

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**AFFIDAVIT**

**COMPLIANCE WITH THE WORK AUTHORIZATION LAW  
(as required by Section 285.530, Revised Statutes of Missouri)**

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State  
of \_\_\_\_\_, personally came and appeared \_\_\_\_\_  
(Name)

\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and \_\_\_\_\_.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**CAMBRIDGE DRIVE WATER MAIN IMPROVEMENT** located at in Sedalia, Pettis County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLEASE NOTE:**  
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**WAGE RATE STIPULATIONS: Prevailing Wage, If Applicable (Projects over \$75,000): If the bid submitted for this project is over \$75,000, notice is hereby given:**

- A. The BID, CONTRACT, and BONDS shall be based upon the required payment by the Contractor and his subcontractors of not less than the prevailing hourly rate of wages, including the prevailing rate for legal holidays and overtime work, for each craft or type of workman required to execute the contract, as determined now or hereafter by the Missouri Division of Labor Standards on behalf of the Department of Labor and Industrial Relations.
- B. The Contractor and each subcontractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Sections 290.210 through 290.340 RSMo. 1959, as amended 1987.
- C. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.
- D. The Contractor shall forfeit as a penalty to the City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or any subcontractor under him.
- E. A facsimile of Form PW 1000 of the Missouri Division of Labor Standards is included in the LABOR-RELATED REGULATIONS.

**WAGE RATE DETERMINATIONS:**

The State of Missouri wage rate determinations are published hereafter.



**AFFIDAVIT**

**COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of Benton, State of Missouri, personally came and appeared Kyle Eichler  
(Name)

VP - Project Manager, of the Do-Rite Construction & Excavating LLC - LLC  
(Position) (Name of the Company)

~~(a corporation) (a partnership) (a proprietorship)~~ and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 27 issued by the Division of Labor Standards on the 10th day of March, 2021, in carrying out the contract and work in connection with

Cambridge Drive Water located at \_\_\_\_\_ in \_\_\_\_\_  
(Name of Project) (Name of Institution)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

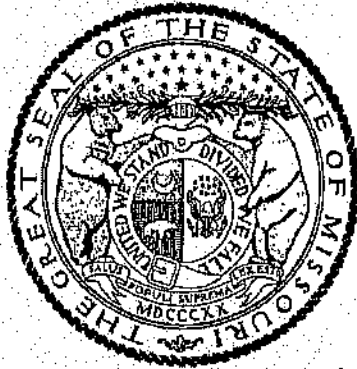
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 28

Section 080  
**PETTIS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$22.34
Boilermaker	*\$22.34
Bricklayer	\$51.26
Carpenter	\$44.67
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$22.34
Plasterer	
Communications Technician	*\$22.34
Electrician (Inside Wireman)	\$65.70
Electrician Outside Lineman	*\$22.34
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$22.34
Glazier	*\$22.34
Ironworker	\$64.85
Laborer	\$37.59
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$22.34
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$22.34
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.86
Plumber	\$46.23
Pipe Fitter	
Roofer	\$56.51
Sheet Metal Worker	\$62.70
Sprinkler Fitter	\$58.56
Truck Driver	*\$22.34
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
 PETTIS County

Section 080

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.85
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$22.34
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$40.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$53.56
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$22.34
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## GENERAL CONDITIONS

### C-1 CONTRACT DOCUMENTS

It is expressly understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Bond, Regulations of the Contract, Detailed Specifications, Plans and all Addenda thereto issued prior to the time of opening bids for the work, all of which are hereto attached, and other drawings, specifications and engineering data which may be furnished by the Contractor and approved by the City, together with such additional drawings which may be furnished by the Engineer from time to time as are necessary to make clear, and to define in and all component parts to the agreement governing the work to be done and the materials and equipment to be furnished. All of these documents are hereby defined as the Contract Documents.

The Contract Documents are complimentary, and what is called for by anyone shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for constructing complete the work specified. Materials or work described in words which have a well known technical or trade meaning shall be held to refer to such recognized standards.

Four counterpart copies of the proposal, bond and contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed and contract agreements signed by both parties thereto. These executed counterparts of the contract documents shall be filed with The City and the Contractor. The successful bidder shall prepare not less than four (4) conformed copies of the contract documents, after execution thereof, for distribution to, and use by, the City and the Contractor.

### C-2 BOND

Coincident with the execution of the contract, the Contractor shall furnish a good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the City and guaranteeing the work included in this Contract against faulty materials or poor workmanship. All provisions of the bond shall be complete and in full accordance with Statutory requirements. The contract shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the City. Bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so. In default thereof, the contract may be suspended, all payments or money due the Contractor withheld.

### C-3 LICENSES

Before starting work on the project, the Contractor shall have a valid CITY OF SEDALIA CONTRACTOR'S LICENSE.

### C-4 NOTICE TO UTILITIES AND THE CITY OF SEDALIA

The Contractor shall notify Missouri One Call (1-800-344-7843) before starting work on this project. The Contractor shall notify all utilities 2 days before starting excavation work so that the utilities can mark the location of their underground lines.

The Contractor shall notify the City of Sedalia Public Works Director before closing streets to traffic. The Public Works Director shall be notified by Thursday the week before any streets are planned to be closed.

### C-5 BARRICADES

The Contractor shall barricade the project site and the streets or portions of the streets during construction of the improvements. If a street requires closing the Contractor shall place a "street closed" sign at the intersections one block in each direction. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) Latest Edition and its most current revisions.

### C-6 INSURANCE

#### A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor and the interests of the City and others from claims which may arise out of or result from Contractor's operations by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
2. Such insurance shall cover claims for damages because of Bodily Injury or death to Contractor's employees including claims brought under:
  - a. Workmen's Compensation Laws
  - b. Disability Benefit Laws
  - c. Occupational sickness or disease laws
  - d. Other similar employee benefit laws
3. Such insurance shall also cover claims for damage because of Personal Injury, Bodily Injury, Sickness or Decease or Death of any person or persons other than Contractor's employees and claims from injury to or destruction of tangible property including loss of use thereof.
4. Contractor shall also purchase and maintain at his expense all property insurance, of such types and in such amounts as are specified herein to protect Contractor and

the interests of the City and others from loss arising from damage to the work and materials and equipment to be incorporated in the work.

5. Failure of Contractor to maintain proper insurance coverage shall not relieve him or any contractual responsibility or obligation.

6. If part of the work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance which will protect the sub-contractor against all applicable hazards or risks of loss designated herein.

7. Copies of the policies or certificates of insurance evidencing coverage on the forms or for the limits required shall be filed with the other contract documents. Such policies or certificates shall state that **thirty (30)** days written notice will be given to the City prior to any material change or cancellation of insurance coverage.

8. Any insured loss under the policies or property insurance is to be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage and of paragraph A.10 hereof.

9. The City and Contractor waive all rights against each other for damages arising out of an insured loss under policies of property insurance. Contractor shall require similar waivers by subcontractors.

10. The City as trustee will have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the City's exercise of this power, and if such objection be made, arbitrators shall be chosen. The City as trustee will, in that case, make settlement with the insurers in accordance with the directions of such arbitrators.

#### B. Forms of Coverage and Limits of Coverage Required:

##### 1. Workmen's Compensation and Employer's Liability Insurance:

a. This insurance shall protect Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in the work. It shall also protect Contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fall within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.

b. Limits of coverage shall not be less than the following:

- (1) Workmen's Compensation - Statutory
- (2) Employer's Liability - \$500,000 each person

##### 2. Comprehensive Automobile Insurance:



a. Contractor shall carry Comprehensive Automobile Insurance covering all vehicles owned, hired, rented or non-owned, licensed or not licensed, used in the operations and work under this contract.

b. Liability limits shall be not less than the following:

B.I. and P.D. - \$1,000,000 CSL

**The City shall be named additional insured on this insurance in regard to all claims** arising out of the operations and work under this contract.

**3. Comprehensive General Liability Insurance:**

a. This insurance, to be on comprehensive form, shall protect Contractor against any and all claims in connection with or resulting from Contractor's operations under the Contract Documents for injuries to or death of any person other than his employees, and damage to property of others, including loss of use resulting therefrom, arising in whole or in part out of any act of omission of Contractor, his agents or Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

b. In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.

c. the property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to damage to underground property.

**d. Liability limits shall be not less than the following:**

General aggregate limit (other than products - completed operations)  
- **\$2,000,000**

Products- completed operations aggregate limit - **\$2,000,000**

Each occurrence limit - \$1,000,000

Fire damage limit - \$50,000

Medical expense limit - \$5,000

**e. The City shall be named additional insured on this insurance.**

f. This policy shall include products and completed operations coverage for limits as specified above.

g. This policy shall include personal injury liability insurance for limits of not less than **\$1,000,000 each claim and \$2,000,000 annual aggregate.**

h. This policy shall provide "Broad Form Property Damage" Insurance.

**5. Owner's Protective Liability Insurance:**

a. This insurance shall name the City as the named insured, and the insurance shall be maintained in force for the duration of the Contract and shall be purchased by the Contractor at his expense.

b. Policy shall be for the same limits of liability as the Comprehensive General Liability Insurance and shall protect the City against any and all claims, and liabilities for injury to or death of persons, or damage to property caused in whole or in part by the negligent acts or omissions of Contractor, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of the Agreement.

C-7 CHANGES IN PLANS (Additions, deductions or changes in work)

A. Changes in the work:

1. The Contract may only be adjusted by a Change Order. The Contract unit prices for completed quantities of unit price items constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or under taken by Contractor in accomplishing the work shall be at his expense.

2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the Contract Unit Price.

3. Adjustments to the Contract for extra work or changes ordered by the City shall be determined by one or more of the following methods as agreed upon prior to starting the additional or changed work.

- a. By unit prices as listed in bid proposal.
- b. By a lump sum price, if not covered by unit prices in proposal.
- c. By Contractor's cost plus a fixed fee, if not covered by unit prices in proposal.
- d. By Contractor's cost plus a percentage, if not covered by unit prices in proposal.

4. The "Contractor's Cost" is hereby defined for purposes of this Article to be and shall include the amounts required to pay Subcontractors plus the costs of his own work as follows:

a. Labor Costs:

1. The payroll cost for all workmen such as foremen, mechanics, craftsmen and laborers.

2. All incidental labor expenses incurred as a direct result of the performance of the work including payroll taxes, workmen's compensation, pension and retirement allowances, and social insurance, or other regular payroll charges on same.

b. Material and Equipment Costs:

1. The cost of all materials and equipment required, delivered to the construction site, which are not furnished by the City or others.
2. Sales and use taxes applicable to such materials and equipment.

c. Supplemental Costs:

1. Rental for all power-driven equipment at agreed upon rates shall be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.
2. Transportation charges necessarily incurred in connection with such equipment which is not already on site.
3. Cost of power, fuel, lubricants and water required for such equipment (may be included in agree upon rate).
4. Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or change work.

d. The above definitions and requirements apply equally to work done by Subcontractors, suppliers and manufacturers under methods 3.c or 3.d.

e. The percentage which shall be added to the several items of Contractor's cost under method 3.d. are as follows:

1. Amounts paid to Subcontractors - Five percent
2. Labor Costs - Ten percent
3. Material and Equipment Costs - Ten percent
4. Supplemental Costs - None

f. Under method 3.c. or 3.d., compensation or adjustment to Subcontractors, suppliers and manufacturers for work done by them shall be determined in accordance with any of the three methods set forth in Article B.3 as agreed.

g. The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of costs not included in the "Contractor's Cost" as herein defined.

h. Contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of Subcontractors, on changed or extra work done under methods 3.c. or 3.d.

5. Change work shall be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time of omission is authorized, and the agreed adjustment will be deducted from subsequent Engineer's Pay Estimates.
6. Statements for additional or changed work shall be rendered by Contractor no later than ten days after completion of each assignment of additional or changed work provided for in a Change Order, and if found correct will be accepted by Engineer and submitted for payment with the next Engineer's Pay Estimate.
7. The City reserves the right to obtain any or all extra work from persons or firms other than Contractor.
8. Contractor shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
9. If Contractor claims compensation for additional work not ordered as aforesaid or for damages sustained, he shall make a written statement of claims for compensation or damages to the City.
10. Statement shall be in the hands of the City within such time as will allow a full consideration of the basis for the claim, and in no case later than ten days after the work has been completed or damages sustained. All claims for adjustments to the Contract Price shall be determined by Engineer if the City and Contractor otherwise agree on the amount involved. Any change to the Contract Price arising from any claim shall be incorporated in a Change Order.

## B. Changes to the Contract Time:

1. The Contract Time may only be adjusted by a Change Order. To complete the work within the allowed Contract Time, the City has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work.
2. Adjustments to the Contract Time may be made for delays in completion of the work from causes beyond Contractor's control, including the following:
  - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
  - b. Unusual delay in fabrication or shipment of orders.
  - c. Abandonment of the work by the men engaged thereon through no fault of the Contractor.
  - d. Delays caused by court proceedings.
  - e. Change Orders
  - f. Neglect, delay or default of any other contractor employed by the City.
  - g. Abnormal weather conditions, other than normal seasonal changes.
  - h. Conflicts, errors of discrepancies in the Contract Documents reported to the Engineer as provided in these General Conditions.
3. Contractor shall have no claims for damages for any such causes of delay, but he shall in all cases be entitled to such extension of the Contract Time as the City shall award in writing on account of such cases of delay, provided that adequate evidence is presented to enable the Engineer to determine with exactness the extent and duration of delay for each item involved.
4. No extension to the Contract Time will be granted for delays involving only portions of the work, or which do not directly affect the time required for completion of the entire work.
5. Any claim for an extension to the Contract Time shall be in writing delivered to the City within ten days of the occurrence of the event giving rise to the claim. Any change to the Contract Time resulting from any such claim shall be incorporated in a Change Order.

## C-8 ACCEPTANCE OF THE WORK

### A. Warranty and Guarantee:

1. Contractor warrants and guarantees to the City that materials and equipment will be new and that all work will be of good quality and free from defects and accordance with the Contract Documents and of any inspections, tests, or approval provided for in the Contract Documents.
2. Contractor guarantees to remedy promptly, and without cost to the City, any defective materials, equipment or workmanship which appear within one year after the date of Substantial Completion or, if earlier, the date the City commences continuous use of the facilities and in accordance with any special guarantees

provided for in the Contract Documents. **A Maintenance Guarantee / Bond contract form is included in these contract documents for execution by the Contractor and his Surety and acceptance by the City of Sedalia.**

B. Access to the Work: The Engineer and his representatives shall at all times have access to the work. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof by the Engineer.

C. Defective Work:

1. The term "defective" is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval or acceptance required by law or the Contract Documents.

2. Any defective work may be disapproved or rejected by the Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Engineer's Pay Estimate.

3. Contractor shall furnish samples of questionable materials from completed work for estimating purposes when required by the Engineer. All costs in connection with the testing of materials or equipment proven to be defective shall be paid by the Contractor. If such tests prove the materials or equipment to be acceptable, their cost will be paid by the City.

4. Prompt notice will be given by the Engineer to the Contractor of all defects as they become evident.

D. Stopping Defective Work in Progress: If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the City may, if so recommended by the Engineer, order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated, however, this right of the City to stop the work shall not obligate the City to exercise this right for the benefit of the Contractor.

E. Removal and Replacement of Rejected Defective Work:

1. All rejected defective work, whether or not completed, shall be removed from the site and replaced with acceptable work.

2. If the Contractor does not remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Engineer, the City may, as provided in these General Conditions:

a. Withhold payment

b. Stop the work

c. Remove and replace the rejected work. All direct and indirect costs of such removal replacement, including compensation for additional professional services, shall be paid by the Contractor. The Contractor shall also bear the

expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected materials shall be removed from the site by the Contractor if so directed by the City within ten days of written notice. Materials not removed within such time may be sold by the City and the net proceeds therefrom deducted from the expense of removal and replacement chargeable to the Contractor. An appropriate deductive Change Order will be issued to cover all costs incurred by the City in connection with the removal and replacement of defective work.

F. Correction of Repair of Defective Work:

1. If required by the Engineer, the Contractor shall promptly correct or repair any defective work, whether or not completed.
2. If the Contractor does not correct or repair such defective work within a reasonable time, all as specified in a written notice from the Engineer, it may be rejected as specified in the preceding paragraph or the City may have the deficiency corrected by others. All direct and indirect costs of such correction or repair, including compensation for additional professional services shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by correction or repair of his defective work.

G. Acceptance of Defective Work: If instead of requiring correction, repair, or removal and replacement of defective work, the City deems it expedient to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price or if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the City.

H. Correction of Defective Work During the Guarantee Period:

1. If, during the guarantee period, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective work or if it has been rejected by the City, remove it from the site and replace it with acceptable work.
2. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
3. The Contractor shall also bear the expenses of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.
4. The City will give notice of observed defects with reasonable promptness.

5. Under emergency conditions, the City may remedy defective work without waiting for action by the Contractor. The City will notify the Contractor immediately of the circumstances and actions taken and the Contractor shall pay all reasonable substantial costs of such actions.

#### C-9 MONTHLY PARTIAL PAYMENTS

A. Seven (7) calendar days prior to the first City Council Meeting of each month, the Contractor shall submit to the Public Works Director an itemized application for partial payment, supported with such evidence of Contractor's right to payment as the Public Works Director may prescribe. The City Council meets on the first and third Mondays of each month.

B. Upon receipt of each Contractor's application for partial payment, The Public Works Director will make a Monthly Partial Pay Estimate equal to the value of all work accomplished prior to the date of the Contractor's application, based upon the unit prices listed in the Bid Proposal. Each Monthly Pay Estimate shall be signed by the Contractor or be accompanied by his application for payment to indicate Contractor's concurrence with the amount due. When Monthly Pay Estimate has been delivered to the City by the Public Works Director, the City will pay the Contractor within 20 days after receipt thereof. Monthly payment estimates will be made only for satisfactorily completed items of work. Monthly payments will not be made for materials stored on site or at the Contractor's shop (warehouse).

C. Partial Payments will be in the amount of ninety five percent (95%) of the amount of the Monthly Pay Estimate less the sum of all previous payments. Five percent (5%) retainage will be withheld until final acceptance.

#### C-10 ACCEPTANCE AND FINAL PAYMENT

As soon as the work has been substantially and satisfactorily completed the Public Works Director will make a final estimate stating that the work provided under this contract has been completed and is accepted by him under the terms and condition thereof, with qualifications, if any, as stated and the balance found to be due the Contractor according to the terms of payment shall be paid by the City. Prior to filing of estimate, the Contractor shall file with the City Clerk an affidavit stating that all bills for materials and equipment used in the work have been paid. If all bills have not been paid the affidavit shall include a complete list of all unpaid bills. The Contractor shall file with the City Clerk a statement of consent of the surety to final payment.

The final payment shall be based upon the actual completed quantities of each item of work as measured by the Public Works Director. The final measured quantities may be more or less than the quantities shown on the Plans and in the Bid Proposal. No Change Order will be required when final measured quantities vary from the estimated quantities shown on the Plans and the Bid Proposal.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, form faulty work or materials appearing



after final payment, or from requirement of the specifications, and of all claims by the Contractor, except those previously made by the Contractor against the City in writing and still unsettled.

#### C-11 LIQUIDATED DAMAGES

A. It is mutually understood and agreed by and between the parties to this contract, in the execution of the same that time is of the essence of the contract. In the event that the Contractor shall fail to complete the work to be performed under this contract by and at the completion time bid in the Proposal, the Contractor shall pay unto the City as and for the liquidated damages, such as City's increased overheads, and cost of additional engineering supervision, and delay and inconvenience to the City, and not as a penalty, the sum of \$200.00 (determined per project) for each and every calendar day that the Contractor shall be in default.

B. Liquidated damages shall be waived for and during the extent of any delay caused by the inability of the Contractor to obtain materials or equipment by reason of Federal embargoes, priority orders, or other restrictions imposed by the United States Government, provided that adequate evidence is presented by the Contractor to prove such delay and to enable the City to determine with exactness the extent and duration of such delay for each item of material and equipment involved. Liquidated damages shall be waived during any delay caused by the City or delays due to underground utilities leaks or excavation made in the street by utilities.

C. The City shall have the right to deduct liquidated damages from any monies in its hands, otherwise due, or to become due to the Contractor, or to sue for, and recover, compensation for damages for nonperformance of this contract at the time stipulated herein.

#### C-12 PENALTY FOR PAYMENT OF LESS THAN STIPULATED WAGE RATES

The Contractor shall forfeit as a penalty to the City of Sedalia Ten dollars (10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated wage rates as determined for this project by the Industrial Commission of Missouri and the Missouri Department of Labor and Industrial Relations, and the United States Department of Labor, for any work done under this contract, by the Contractor or any subcontractor under said contractor. Section 290.250 RSMo. A copy of said wage rate determination is included in this set of Contract Documents.

#### C-13 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the City and every officer and agent thereof, from all claims and liability to the Contractor for anything done of, furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

#### C-14 RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for materials or labor, or persistently disregard laws, ordinances or the instruction of the Public Works Director, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Public Works Director that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Public Works Director may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Public Works Director.

Pending arbitration or settlement of dispute on any point of controversy the Public Works Director may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extensions of time although such extension of time may be granted by the Public Works Director if he deems it in the interest of the work.

#### C-15 GENERAL PROVISIONS

The quality and acceptability of materials furnished and work performed shall be in accordance with the 2004 Missouri Standard Specifications for Highway Construction unless otherwise noted.

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the Public Works Director. The Public Works Director will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

During construction, in special cases driveways and street access shall be maintained for emergency vehicles and local traffic. The Fire and Police Departments shall be notified prior to any street closing.

The contractor shall provide adequate manpower, materials, tools and equipment to insure that the work will proceed continuously without delay through the succeeding operations to its completion with the least possible interference and inconvenience to the City.

It shall be the contractor's responsibility to verify locations and depths of utilities prior to and during construction.

It shall be the Contractors responsibility to regrade and realign existing ditches and the site as required to drain.

The Contractor shall protect from damage or injury all existing improvements and structures whether they be private or publicly owned. Any such item inadvertently damaged shall be repaired or replaced at the Contractor's expense. If the Contractor needs to temporarily remove any existing improvements or structures in order to proceed with the work then the Contractor shall do so and then replace all of the existing improvements or structures to original location and condition at the Contractor's expense. The Contractor shall have on the work at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Public Works Director. The superintendent shall have full authority to execute orders or directions of the Public Works Director without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.

Photographic documentation shall be made of existing improvements and structures whether they are private or publicly owned in order to verify existing conditions, prior to construction. No extra payment will be allowed for the photographic documentation.

**NO ASBESTOS CONTAINING MATERIALS SHALL BE USED OR INSTALLED ON THIS PROJECT.**

The Contractor shall remove from all public and private property at his own expense all temporary structures, rubbish and waste materials resulting from his operation and as nearly as possible, leave the site in as good condition as it was before construction was started. Sod, shrubbery, trees, fences, culverts, mail boxes, street signs, street and driveway surfacing, curbs, sidewalks, gutters, pavement and all other Items disturbed during construction shall be restored or replaced with like items to the satisfaction of the Public Works Director.

All spoilage, rubbish, excess earth and surplus waste materials shall be removed from the site of the project to authorized dumps where it shall be disposed of and left as a neatly graded fill, unless other disposal is authorized by the Public Works Director. Burning within the City Limits is not permitted.

Where necessary to trim trees to allow room for construction of improvements, the limbs shall be sawed off in a vertical plane and the cut areas painted. Shrubby and hedges shall be trimmed in a neat and orderly manner, using hedge shears or a saw where necessary to do trimming work to provide sufficient clearance for trenching.

C-16 CERTIFICATION REGARDING OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT

All Contractors of the City of Sedalia, Missouri shall be required to comply with the provisions of the Omnibus Transportation Employee Testing Act and its implementing regulations while engaged in services for the City of Sedalia, or in activity while on the City of Sedalia's property as a condition of the award of any such contracts for services or work and the continuation of same.

The bidder, under penalty of perjury certifies by signing and submitting this bid or proposal that they will comply with the Omnibus Transportation Employee Testing Act and its implementing regulations, including but not limited to persons who are required to possess a CDL license for the operation of a commercial vehicle.

## SPECIAL PROVISIONS

These Special Provisions describe the work and set forth requirements and modifications to the Standard Technical Specifications that are unique to this project. Should the requirements of these Special Provisions conflict with the Standard Technical Specifications, the requirements of these Special Provisions shall apply.

### **SP-1 Manual on Uniform Traffic Control Devices (MUTCD)**

All references to the Manual on Uniform Traffic Control Devices (MUTCD) shall be revised to "Latest Edition and its most current revisions."

### **SP-2 Utility Relocation Coordination**

All utility relocation coordination shall be the responsibility of the Contractor.

### **SP-3 Measurement and Payment**

Payment for this project shall be as specified below. All work shown in the contract drawings, or specified herein, shall be included in the items named in the proposal. All materials, labor, equipment and overhead costs required for completion of this project, in accordance with the plans and specifications, shall be included in the total construction costs, which is a summation of the extensions of the items in the Proposal. All costs in connection with the work, including mobilization, bonds, insurance and taxes, supplies and appurtenances, all construction plant, and the performance of all labor to complete the work, shall be included in the items listed in the proposal. Should the Contractor find that the quantity of any item will exceed that which is shown in the Proposal, he must notify the Engineer immediately so that it may be determined if a change order will be required.

#### **Bid Item**

#### **Mobilization**

**(Lump Sum)**

Payment shall be at the lump sum bid price. The payment shall include full compensation for all labor, material and equipment needed to complete the work items shall include, but not be limited to, all necessary clearing and grubbing (including tree removals), removal of all existing storm sewer system and structures, pavement, curb and gutter, driveways, and all other associated demolition to prepare the site for the improvements, as indicated on the Drawings. All disposed materials will be the property of the Contractor.

#### **Bid Item**

#### **C900 PVC Water Main**

**(Linear Feet)**

Measured quantities will be used for the final payment of each size of water main based in the installation method indicated in the contract documents. Measurement will be made to the nearest linear foot for actual length of pipe used. Payment will be made at the contract unit bid price per linear foot for each pipe material, size, and installation method included in the Proposal; which price shall include the cost of trenching, bedding, furnishing and installation of pipe, backfilling, compaction, testing and all other items required to complete the installation of the water main.

#### **Bid Item**

#### **16" Steel Casing**

**(Linear Feet)**

Measured quantities will be used for the final payment based in the installation method indicated in the contract document. Measurement will be made to the nearest linear foot for actual length of pipe used. Payment will be made at the contract unit bid price.

**Bid Item** **Cap** **(Each)**  
Measured quantities of each size of cap that is installed will be used for final payment. Payment will be made at the contract unit price bid per each as shown in the Proposal. Payment shall include the cost of furnishing all labor, equipment, tools, materials, excavation, and all other items required to complete the installation of each cap.

**Bid Item** **Gate Valve** **(Each)**  
Measured quantities of each size of gate valve that is installed will be used for final payment. Payment will be made at the contract unit price bid per each as shown in the Proposal. Payment shall include the cost of furnishing all labor, equipment, tools, materials, excavation, and all other items required to complete the installation of each gate valve. Valve will be provided by the City.

**Bid Item** **Thrust Collar** **(Each)**  
Measured quantities of each thrust collar installed will be used for final payment. Payment will be made at the contract unit price bid per each as shown in the Proposal. Payment shall include the cost of furnishing all labor, equipment, tools, materials, excavation, incidental concrete work, and all other items required to complete the installation of each thrust collar.

**Bid Item** **Seeding** **(Lump Sum)**  
The payment shall include full compensation for all labor, material, tools, and equipment needed to complete the work. All areas disturbed during construction of the project that are not planned to receive an alternative surface treatment shall be permanently seeded, fertilized, and mulched. Seeding shall be in accordance with the Standard Technical Specifications. This item shall be paid on a lump sum basis based on the bid form quantity of expected disturbance area.

**Bid Item** **Erosion Control** **(Lump Sum)**  
The payment shall include full compensation for all labor, material and equipment needed to complete the work; including preparation, submittal, approval and implementation of the erosion control plan. Payment will be on a lump sum basis and shall include installation, inspection, and maintenance of erosion control measures indicated on the plans. The Contractor shall maintain all required Erosion Control devices throughout the length of the project until all construction activities associated with project are complete and final stabilization has been achieved. Erosion Control BMP's may need to be modified during the project to provide sufficient Erosion Control. Any modifications will be considered incidental to the Erosion Control bid item and will not receive additional payment.

**Bid Item** **Traffic Control** **(Lump Sum)**  
Payment shall be at the lump sum bid price. The payment shall include furnishing all materials, labor, and equipment to perform all traffic control necessary for the project in accordance with the plans, standard details, Standard Technical Specification Section S-5, and the latest edition of the MUTCD. The cost of traffic control and all incidental items necessary for the design, installation, and maintenance of all components of the traffic control necessary for the completion of the project are included in this bid item.